

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

BOB CROUCH,)	
)	
Plaintiff,)	
)	
v.)	Case No. 14-CIV-00420-RAW
)	
JIM THOMPSON,)	
)	
Defendant.)	

ORDER

Now on this 9th day of July, 2015, this matter comes on for decision on the issue of what law applies to the oral partnership agreement. Under Oklahoma law, the law of the place of performance of a contract controls issues related to the performance of the contract. *Clark v. First National Bank of Marseilles, Ill.*, 157 P. 96 (Okla. 1916). Title 15 O.S. § 162 states: “A contract is to be interpreted according to the law and usage of the place where it is to be performed, or, if it does not indicate a place of performance, according to the law and usage of the place where it is made.”

The parties stipulated that the contract was an oral contract which was made in New Mexico. According to the testimony in this case, the parties were to sell cattle purchased in New Mexico and split the profits after reselling the cattle to third parties. The evidence shows that the cattle were to be taken to Oklahoma and resold

from there. Indeed, Thompson himself purchased a majority of the cattle and those were sent to and remained in Oklahoma. Thompson paid FNF from Oklahoma. Crouch met personally with Thompson in Oklahoma seeking payment for his services. The substance of this controversy, whether any additional payments were due Crouch, involves action (or inaction) by the parties in Oklahoma. The court finds that the intent of the parties was that the contract was to be performed in Oklahoma. Therefore, this court finds Oklahoma law governs the oral contract in this case.

Dated this 9th day of July, 2015.

A handwritten signature in cursive script, reading "Ronald A. White".

HONORABLE RONALD A. WHITE
UNITED STATES DISTRICT JUDGE
EASTERN DISTRICT OF OKLAHOMA